

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

BIG LOTS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

Re: D.I. 511

SUPPLEMENTAL AFFIDAVIT OF B. V. BELK, JR.

B. V. Belk, Jr. (hereinafter "Affiant"), after having been duly sworn, accordingly to law, deposes and states as follows:

1. Affiant is a citizen and resident of Mecklenburg County, North Carolina. Furthermore, this Affidavit is based upon the personal knowledge of Affiant who avers his competency to testify as a sworn witness to the matters contained herein. At all times mentioned, Affiant was the Managing Member of BVB-NC, LLC, a North Carolina limited liability company

2. Affiant is familiar with the books and records of BVB-NC, LLC, which books and records were kept in the ordinary course of business of BVB-NC, LLC at all times mentioned herein. Also to the personal knowledge of Affiant, all events and transactions noted therein were recorded at or near the time of that particular event or transaction.

3. On June 2, 2020, BVB-NC, LLC and the Debtor entered into a certain Lease Agreement involving a shopping center located at 1728 E. Dixon Blvd., Shelby, North Carolina.

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors' corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081

This Lease Agreement was subsequently amended by a Lease Modification Agreement and Second Lease Modification Agreement on February 15, 2021 and June 6, 2024, respectively. True copies of the Lease Agreement, Lease Modification Agreement and Second Lease Modification Agreement are appended hereto, identified as "Exhibits 1, 2 and 3," and the same are incorporated herein by reference.

4. On September 9, 2024, the Debtor filed a Chapter 11 proceeding under Title 11 of the U.S. Code.

5. The Lease Agreement as modified requires that the Debtor pay its pro rata share of the ad valorem taxes paid by BVB-NC, LLC (see paragraph 5.E. of the Lease Agreement). BVB-NC, LLC paid the sum of \$84,413.00 for 2023 ad valorem or Real Estate Taxes. BVB-NC, LLC paid the sum of \$87,793.44 for 2024 ad valorem or Real Estate Taxes.

6. The ad valorem taxes which are due were determined by taking the total amount of square feet for the center or 197,983 and apportioning the taxes to the square feet leased by the Debtor. In calculating the amount due or a credit to a tenant for 2023 and 2024, the Debtor utilized or leased 46,713 square feet or 23.59% of the property.

7. After multiplying the total amount of taxes by 23.59% (the percentage of the space utilized by the Debtor), this equates to \$19,913.03 due for 2023 real estate taxes or the sum of \$9,510.68 after giving credit for the prior payment of \$10,402.35 by the Debtor.

8. Since the execution of his previous Affidavit on December 12, 2024, BVB-NC, LLC has had a chance to review the ad valorem taxes paid for the calendar year 2024 and have been able to determine if a balance due or a credit should be given to the Debtor

9. For 2024, the space utilized by the Debtor did not change. Using the same percentage of space utilized by the Debtor, this equated to \$20,651.48 as the Debtor's portion of

the real estate taxes due for 2024. After giving credit for \$281.55 received from the Debtor, the amount due for real estate taxes for 2024 was \$20,369.83.

10. Based on the foregoing, the Debtor was delinquent for the following payments:

September 1, 2024 rent:	\$18,490.56
Common Area Maintenance Charges for September 1, 2024:	\$ 3,036.35
Unpaid pro-rata ad valorem taxes for 2023:	\$ 9,510.68
Unpaid pro-rata ad valorem taxes for 2024:	<u>\$20,369.83</u>
Total:	\$51,407.42

11. Based on the foregoing, the cure amount for BVB-NC, LLC, exclusive of attorneys' fees and costs, was \$51,407.42.

12. The foregoing is the substance of this Affiant's testimony which would be offered at any trial of the above-captioned action.

This the 13 day of February, 2025.

B. V. Belk Jr.
AFFIANT

Sworn to and subscribed before me
this 13 day of February, 2025.

Wendy Vaughan
NOTARY PUBLIC

My Commission Expires: December 12, 2027

